

RECORDATION NO. 23294-B FILED

DEC 28 '00 10:18 AM

SURFACE TRANSPORTATION BOARD

OF COUNSEL
URBAN A. LESTER

ALVORD AND ALVORD
ATTORNEYS AT LAW
1600 K STREET, NW
SUITE 200
WASHINGTON, D.C.
20006-2973
(202) 393-2266
FAX (202) 393-2156

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

December 27, 2000

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Bill of Sale, dated as of December 27, 2000, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease Agreement which is being filed with the Board under Recordation Number 23294.

The names and addresses of the parties to the enclosed document are:

Seller: Wisconsin Central Ltd.
P.O. Box 5062
Rosemont, IL 60017

[Buyer: ICX Corporation]

A description of the railroad equipment covered by the enclosed document is:

127 boxcars within the series WC 20306 - WC 20501

Mr. Vernon A. Williams
December 27, 2000
Page Two

A short summary of the document to appear in the index follows:

Bill of Sale from Wisconsin Central Ltd., to ICX Corporation,
covering 127 boxcars within the series WC 20306 - WC 20501

Also enclosed is a check in the amount of \$26.00 payable to the order
of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Alvord", followed by a horizontal flourish.

Robert W. Alvord

RWA/anm
Enclosures

BILL OF SALE

RECORDATION NO.

23294-B FILED

DEC 28 '00

9:18 AM

SURFACE TRANSPORTATION BOARD

BILL OF SALE, dated as of December 27, 2000, given by WISCONSIN CENTRAL LTD. (the "Seller") to ICX CORPORATION (the "Buyer").

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby sells, assigns, transfers, conveys and delivers to the Buyer, all of the Seller's right, title and interest in and to the railroad equipment described in Schedule A hereto (the "Equipment"). THE EQUIPMENT IS SOLD "AS IS, WHERE IS" WITH ALL FAULTS. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF THE SELLER EXPRESSLY SET FORTH HEREIN AND IN THE PURCHASE AND SALE AGREEMENT OF EVEN DATE HERewith BETWEEN THE SELLER AND THE BUYER (THE "PURCHASE AGREEMENT"), SELLER DOES NOT MAKE AND HEREBY DISCLAIMS AND THE BUYER HEREBY WAIVES, RELEASES AND RENOUNCES, ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO VALUE, CONDITION, DESIGN, QUALITY, OPERATION, MERCHANTABILITY, SUITABILITY, FITNESS FOR USE OR FOR A PARTICULAR PURPOSE, OR ABSENCE OF LATENT, INHERENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE) AND THE SELLER EXPRESSLY DISCLAIMS LIABILITY AND SHALL NOT BE LIABLE FOR LOST PROFIT OR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR COMMERCIAL LOSSES OR DAMAGES OR ANY OTHER LIABILITIES OF WHATEVER KIND, INCLUDING STRICT LIABILITY AND TORT AND INJURIES TO PERSONS OR PROPERTY, IT BEING UNDERSTOOD AND AGREED THAT THE BUYER HAS NOT RELIED ON ANY REPRESENTATION, WARRANTY, OR OTHER STATEMENT MADE BY THE SELLER NOT SET FORTH HEREIN OR IN THE PURCHASE AGREEMENT.

Acceptance of this Bill of Sale by the Buyer when tendered shall constitute an acknowledgment by the Buyer that each item of the Equipment is in every respect satisfactory to the Buyer.

The Seller represents and warrants to the Buyer that: (i) the Seller is the lawful owner of the Equipment and has full right and authority to sell the Equipment to the Buyer, and (ii) the Buyer will acquire good and marketable title to the Equipment, free and clear of all liens, claims, charges, security interests or encumbrances.

The Seller (for itself and its successors and assigns) covenants and agrees with the Buyer to warrant and defend title to the Equipment hereby sold to the Buyer against all claims.

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be entered into by its duly authorized officer.

WISCONSIN CENTRAL LTD.

By: Marty J. Mickey
Name: Marty J. Mickey
Title: Treasurer

STATE OF ILLINOIS)
)
COUNTY OF COOK) ss.

On this 21st day of December, 2000, before me appeared Marty J. Mickey, the person who signed this instrument, who acknowledged that (s)he is a Treasurer of WISCONSIN CENTRAL LTD., and that, being duly authorized, (s)he signed such instrument as a free act on behalf of said corporation.

[Seal]

Carol Brandenburg
Notary Public

My commission expires:



SCHEDULE A

DESCRIPTION OF EQUIPMENT

One hundred and twenty-seven (127) 100-ton boxcars, Plate B, with end of car cushioned underframes and 10' plug doors, originally built in 1977, bearing the following road marks and numbers:

WC 20306	WC 20387	WC 20421	WC 20451	WC 20479
WC 20307	WC 20388	WC 20422	WC 20452	WC 20480
WC 20312	WC 20389	WC 20424	WC 20453	WC 20481
WC 20314	WC 20390	WC 20425	WC 20454	WC 20482
WC 20322	WC 20391	WC 20426	WC 20455	WC 20483
WC 20328	WC 20392	WC 20428	WC 20456	WC 20484
WC 20340	WC 20393	WC 20429	WC 20457	WC 20485
WC 20346	WC 20394	WC 20430	WC 20458	WC 20486
WC 20352	WC 20396	WC 20431	WC 20459	WC 20487
WC 20353	WC 20400	WC 20432	WC 20460	WC 20488
WC 20360	WC 20401	WC 20433	WC 20461	WC 20489
WC 20369	WC 20402	WC 20434	WC 20462	WC 20490
WC 20370	WC 20403	WC 20435	WC 20463	WC 20491
WC 20372	WC 20404	WC 20436	WC 20464	WC 20492
WC 20374	WC 20406	WC 20437	WC 20466	WC 20493
WC 20375	WC 20407	WC 20438	WC 20467	WC 20494
WC 20377	WC 20408	WC 20439	WC 20468	WC 20495
WC 20378	WC 20409	WC 20440	WC 20469	WC 20496
WC 20379	WC 20410	WC 20441	WC 20470	WC 20497
WC 20380	WC 20411	WC 20443	WC 20471	WC 20498
WC 20381	WC 20413	WC 20444	WC 20473	WC 20499
WC 20382	WC 20414	WC 20445	WC 20474	WC 20500
WC 20383	WC 20416	WC 20446	WC 20475	WC 20501
WC 20384	WC 20417	WC 20447	WC 20476	
WC 20385	WC 20419	WC 20448	WC 20477	
WC 20386	WC 20420	WC 20449	WC 20478	